

ILLINOIS CENTRAL <sup>GULF</sup> RAILROAD EQUIPMENT TRUST  
SERIES 3

RECORDATION NO. <sup>6935-A</sup> Filed & Recorded

DEC 30 1975 4 52 AM

INTERSTATE COMMERCE COMMISSION

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SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT  
Dated as of December 23, 1975

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BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of December 23, 1975, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of February 15, 1973 by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central/Gulf Equipment Trust, Series 3 ; and

WHEREAS, sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (to replace, in part, other Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained this Supplemental Equipment Trust Agreement WITNESSETH as follows:

#### ARTICLE I.

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for

the owners of Illinois Central Gulf Equipment Trust Certificates, Series 3, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of Article III of the said Agreement.

ARTICLE II.

The Trustee, acting in pursuance of the said Agreement, dated as of February 15, 1973, has let and leased and does hereby let and lease to the Company the following standard gauge railroad equipment (first put in service after December 23, 1970) of Illinois Central Gulf Equipment Trust, Series 3 (herein collectively called the Additional Trust Equipment) to-wit:

<u>Units</u>	<u>Description</u>	<u>Cost</u>
11	70-Ton Hi-Roof Boxcars, Nos. ICG 660222-660232 (both inclusive)	\$ 253,261
<u>2</u>	100-Ton Covered Hopper Cars, Nos. ICG 776442, 776443	<u>33,999</u>
13		\$ 287,260

ARTICLE III.

The equipment described in ARTICLE II replaces railroad equipment originally let and leased under the Agreement which has been destroyed.

ARTICLE IV.

The Trustee and the Company covenant and agree that the lease of the Additional Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE V.

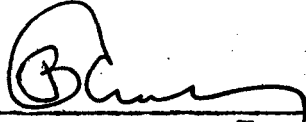
The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI.

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK



Trust Officer

ATTEST:

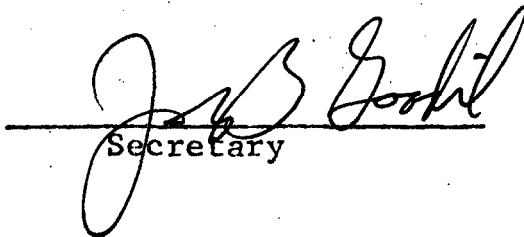
  
Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY



Vice President

ATTEST:

  
Secretary

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK)

BE IT REMEMBERED, That on this 30 day of December, 1975, before me Patricia J. Hartwell, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared P. J. Crooks, a Trust Officer of Morgan Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be a Trust Officer of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as a Trust Officer of said corporation, and being informed of the contents thereof, he duly acknowledge the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Trust Officer he executed said instrument and affixed said corporation's seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by authority of the Board of Directors of said corporation, and said

P. J. Crooks, being by me duly sworn, did depose and say that he resides at Brooklyn, New York 11217, that he is a Trust Officer of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said P. J. Crooks acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said P. J. Crooks on oath acknowledged himself to be a Trust Officer of said corporation, and that he, as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as a Trust Officer of said corporation; and said P. J. Crooks is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument as one of its Trust Officers, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said P. J. Crooks acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing

instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires.

Patricia J. Hartwell

Notary Public

PATRICIA J. HARTWELL

Notary Public, State of New York

No. 43-4616768

Qualified in Richmond County

Certificate filed in New York County

Commission Expires March 30, 1977

Patricia J. Hartwell  
Notary Public

**PATRICIA J. HARTWELL**  
Notary Public, State of New York  
No. 43-4616768  
Qualified in Richmond County  
Certificate filed in New York County  
Commission Expires March 30, 1977



STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF C O O K )

On this 29th day of December, 1975,  
before me personally appeared LC Miller, to me personally  
known, who, being by me duly sworn, says that he is a Vice  
President of Illinois Central Gulf Railroad Company, that one  
of the seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board  
of Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.

Fred D. Sickman  
Notary Public

INSTRUMENT SUBORDINATING THE LIEN OF THE CONSOLIDATED MORTGAGE DATED NOVEMBER 1, 1949, AS AMENDED AND SUPPLEMENTED, FROM ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY ILLINOIS CENTRAL RAILROAD COMPANY) TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK (FORMERLY GUARANTY TRUST COMPANY OF NEW YORK), TO THE RIGHTS OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER ILLINOIS CENTRAL/RAILROAD EQUIPMENT TRUST, SERIES 3 , AS SUPPLEMENTED.

Morgan Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage, dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage as amended and supplemented being hereinafter called the Consolidated Mortgage), from Illinois Central Gulf Railroad Company (formerly Illinois Central Railroad Company) [hereinafter called the Company], to Morgan Guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Morgan Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Supplemental Agreement, dated as of December 23, 1975 (hereinafter called the Supplement), between the Equipment Trust Trustee and the Company, constituting Illinois Central Gulf Railroad Equipment Trust, Series 3 , as supplemented, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Supplement, being the following:

<u>Number of Units</u>	<u>Description and Serial Numbers</u>
11	70-Ton Hi-Roof Boxcars, Nos. ICG 660222-660232 (both inclusive)
2	100-Ton Covered Hopper Cars, Nos. ICG 776442, 776443

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Supplement.

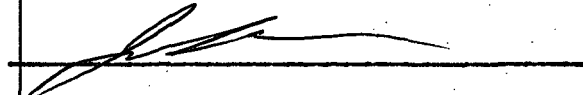
IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its Trust Officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries<sup>as of</sup> this 23rd day of December, 1975.

MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, as Trustee under the  
Consolidated Mortgage.


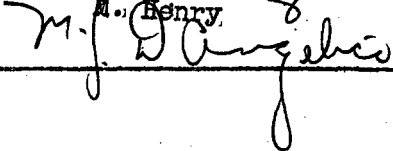
By



ATTEST:



In the presence of:

  
M. Henry  
  
M. J. Angeles